

Elaine Rom
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Dallas Pa 18612
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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

Elaine Rom

Case No: _____

A Pennsylvania Resident ,

Plaintiff

v

BMB Matrix LLC

A Delaware Corporation

Defendant

COMPLAINT

The Plaintiff Elaine Rom, (hereinafter the "Plaintiff") hereby files this Complaint against the Defendant BMB Matrix LLC, a Company incorporated under the laws of Delaware, having its principal place of business located at 1617 JFK Blvd 20th Floor Philadelphia, PA 19103 (hereinafter the "Defendant") and further state as follows:

JURISDICTION AND VENUE

1. Jurisdiction is proper in this case as the US District Courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States. Jurisdiction is therefore proper under 28 U.S.C. § 1332.
2. Venue is proper in this District pursuant to 15 U.S.C. §§ 15(a), 22 and 28 U.S.C. §§ 1391(b), (c), and (d) because, during the relevant period, Defendants resided, transacted business, were found, or had agents in this District.

3. This Court has *in personam* jurisdiction over the Defendant because the Defendant resides and transacts business in this District.

THE PARTIES

The Plaintiff

4. The Plaintiff Elaine Rom is an individual from Pennsylvania who owned online stores with both Amazon and EBay respectively. The Plaintiff contracted the online services of the Defendant BMB Matrix LLC for the purposes of boosting online sales with both Amazon and EBay respectively.

The Defendant

5. The Defendant BMB Matrix LLC holds itself out to be an industry leader in turnkey e-commerce store building and delivery. The Company claims entrepreneurs from all walks of life turn their dreams into reality. Further, the Company boasts that its turnkey stores allow customers to sell anything in the world almost immediately and that customers gain their freedom from the regular 9-5 job thereby removing barriers to online commerce and helps start more new businesses, accelerates the growth of existing businesses, and increases economic output and global trade.

STATEMENT OF THE FACTS

6. In Aug of 2023, the Plaintiff hired the Defendant BMB Matrix to open and operate an Amazon online store.(the Amazon Lite Plan which costs \$4,995.00).
7. On or about Aug 15, 2023 the Plaintiff's store was set up and selling and the Plaintiff paid \$2,129.97 for inventory of Plaintiff's store.
8. During the month of Sept. the Defendant BMB never shipped most of the purchases and Amazon froze any money owed to Plaintiff and deactivated the store and stated the store was fraudulent.
9. Plaintiff states the Defendant BMB Matrix then made representations that they would transfer the \$4,995.00 and \$2,129.97 to open an Ebay store.
10. Plaintiff states that approximately 2 weeks after they opened the Ebay store, the Plaintiff could see the Defendant BMB Matrix were doing the same thing, which was selling what the Plaintiff did not have and not refunding customers; subsequently the Plaintiff refunded the

orders and informed the Defendant BMB to close the Ebay store as it was going to ruin the Plaintiff's name with Ebay.

11. Plaintiff requested a refund and was contacted by Xavier, a representative from BMB Matrix and he stated that he would refund the Plaintiff, but needed time to liquidate inventory and could send the Plaintiff \$890.62 starting Jan 22, 2024 (a copy of the Agreement is hereto attached as Exhibit A) and every month thereafter until fully paid.
12. The Defendant BMB Matrix's representative then sent Plaintiff a photograph of the check on Jan 24 (attached as Exhibit B) after Plaintiff had contacted said representative asking for the payment which the Plaintiff never received.
13. Plaintiff adds further that the Defendant's representative text messaged Plaintiff on Feb. 8 and said that he would send the tracking number that day, but again, the Plaintiff did not receive it which led Plaintiff to form the notion that the Defendant BMB Matrix had no intentions whatsoever in paying the Plaintiff back.
14. Plaintiff asserts that she hoped to have this store to supplement her income as Plaintiff had lost her husband in July of 2023 and all Plaintiff had was social security.
15. Plaintiff states further that she sustained substantial loss of income because of the actions of the Defendant because of her Amazon store and equally her name being the subject of fraud which has caused Plaintiff severe emotional distress and mental anguish.
16. The Plaintiff in light of the foregoing, seeks total damages in the amount of \$77,,000 and as for causes of action, further states as follows:

PLAINTIFF'S FIRST CAUSE OF ACTION

Breach of Contract

17. Plaintiffs restate the facts and allegations in the preceding paragraphs and further allege as follows:
18. In Pennsylvania, a contract is an agreement between two or more parties that is enforceable by law. Contracts can be made orally or in writing, but certain types of contracts must be in writing to be enforceable.
19. To be enforceable, a contract should have the following elements, to wit:
 - Offer: One party must make an offer to the other party.
 - Acceptance: The other party must accept the offer.

Consideration: Each party must give something of value to the other party.

Mutual assent: Both parties must agree to the terms of the contract. In

addition to these elements, certain types of contracts must be in writing to enforceable. These include contracts for the sale of real estate, contracts for the sale of goods for \$500 or more, and contracts that cannot be performed within one year. If one party breaches a contract, the other party may be able to sue for damages. Damages are intended to compensate the non-breaching party for their losses. The amount of damages that can be awarded will depend on the specific facts of the case.

20. Plaintiffs asserts that a valid contract existed between the Plaintiff, and the Defendant BMB Matrix to provide services to the Plaintiffs benefit, in exchange for the Plaintiff rendering \$7,000.
21. Plaintiff asserts further that the Defendants BMB Matrix failed to provide the Services as described in the Defendant's service agreement which is hereto attached as Exhibit A.
22. In light of the foregoing, the Plaintiffs claim damages for breach of contract in the amount of \$7,000.

SECOND CAUSE OF ACTION

INTENTIONAL INTERFERENCE WITH CONTRACT RELATIONS

23. Plaintiff restates the facts and allegations in the preceding paragraphs and further allege as follows:
24. In the State of Pennsylvania, Intentional interference with contractual relations requires the following elements: "(1) the existence of a contractual relationship; (2) an intent on the part of the defendant to harm the plaintiff by interfering with that contractual relationship; (3) the absence of a privilege or justification for such interference; and (4) damages resulting from the defendant's conduct." *Hennessey v. Santiago*, 708 A.2d 1269, 1278 (Pa. Super. Ct. 1998) (citing *Triffin v. Janssen*, 626 A.2d 571, 574 (1993)). A fundamental requirement of interference with contractual relations is the existence of a contract between the plaintiff and a third party. E.g., *Nix v. Temple Univ. Of Commw. Sys. Of Higher Educ.*, 596 A.2d 1132, 1137 (Pa. Super. Ct. 1991) ("The tort of interference with contract is defined in terms of unprivileged interference with a contract with a third party. Essential to the right of recovery on this theory is the existence of a contractual relationship between plaintiff and a party

other than the defendant.”); Glenn v. Point Park Coll., 272 A.2d 895, 898 (Pa. 1971); see generally RESTATEMENT (SECOND) OF TORTS § 766.

25. Plaintiff argues that

- (I) There was the existence of a contractual relationship between the Plaintiff and with Amazon, prior to the Defendant BMB Matrix LLC offering to boost Plaintiff’s sales.
- (II) There was an intent on the part of the defendant BMB Matrix to harm the plaintiff by interfering with that contractual relationship between Plaintiff and Amazon and then between Plaintiff and Ebay respectively. This is evident by the Defendant BMB Matrix’s course of conduct in not delivering to Plaintiff’s expectations, with the Defendant knowing fully well that both Amazon and EBAY closes accounts of individuals for lack of sales activity.
- (III) Plaintiff states that there was no justification for the Defendant BMB Matrix’s conduct.
- (IV) Plaintiff suffered damages in the amount of \$70,000 to \$80,000 in lost projected online sales and further income between the months the Plaintiff’s contract with the Defendant began, to the present.

RELIEF SOUGHT

WHEREFORE, the Plaintiff Elaine Rom, hereby requests that the Court grants the following relief, to *wit*:

- (i) Damages for Breach of Contract in the amount of \$7,000.
- (ii) Damages for the Defendant’s tortious interference with the Plaintiff’s Contract Relations with Amazon and Ebay in the amount of \$70,000.
- (iii) Costs of suit.
- (iv) Any further damages that this Court is willing to allow.

Plaintiff further seeks a jury trial on all triable issues.

Respectfully Submitted

s/ Elaine Rom

Elaine Rom

Plaintiff, pro se

Dated: February 9 2023

Elaine Rom
Plaintiff, pro se
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JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

I. (a) PLAINTIFFSECAINE ROM(b) County of Residence of First Listed Plaintiff PENNSYLVANIA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTSBMB MATRIX LLCCounty of Residence of First Listed Defendant DELAWARE
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ 1 ☐ 1 Incorporated or Principal Place of Business In This State ☐ 4 ☐ 4
- Citizen of Another State ☐ 2 ☒ 2 Incorporated and Principal Place of Business In Another State ☐ 5 ☐ 5
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

BREACH OF CONTRACT, TORTIOUS INTERFERENCE**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

77,000

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

2/9/2024

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

ELAINE ROM
2281 LOWER DEMUNDS RD
DALLAS PA 18612



CLERK OF COURT.
US DISTRICT CT EASTERN
DISTRICT OF PENNSYLVANIA
601 MARKET ST
2609 PHILADELPHIA
PA 19106

